

1. FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CALL-OFF TERMS

Part 1: Letter of Appointment

LOT 6 Creative Development and Delivery

Ministry of Defence

Dear Sirs

Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM3796) between CCS and the Agency dated 3rd March 2017.

Capitalised terms and expressions used in this letter have the same meanings as in the Call-Off Terms unless the context otherwise requires.

Order Number:	CCPR17A01
From:	Ministry of Defence ("Client")
To:	Redhouse Lane Communications Ltd ("Agent")

Effective Date:	6 th March 2017
Expiry Date:	End date of Initial Period 23 rd June 2017 With no option to extend

Relevant Lot:	6 - Creative Development and Delivery
Services required:	Set out in Schedule 2 (Statement of Works) of Call Off Terms & Conditions and refined by: the Client's Brief attached at Annex A and the Agency's Proposal attached at Annex B; and

Statement of Work	The Statement of Work is attached at Annex C and no further Statements of Work shall be entered into.
-------------------	---

Key Individuals:	Ministry of Defence: REDACTED
Guarantor(s)	N/A

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	The contract value is £74,390.00 subject to the terms set out in the Price Schedule below: REDACTED
Insurance Requirements	Insurance is as per the Terms & Conditions of the Framework Agreement. No Additional insurance is required.

Client billing address for invoicing:	Payment will be made through the Client's contracting, purchasing and finance system, (CP&F).
---------------------------------------	---

Alternative and/or additional provisions:	<p>The following MOD DEFCONs form part of this Call-Off Contract:</p> <p>DEFCONs - 703 (Edn 08/13) Intellectual Property Rights - Vesting In the Authority</p> <p>DEFCON - 76 (Edn 12/06) Contractor's Personnel at Government Establishments</p>
---	---

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter a Call-Off Contract with the Client to provide the Services in accordance with the terms of this letter and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Terms.

The Parties hereby acknowledge and agree that this Call-Off Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.

For and on behalf of the Agency:

Name and Title:

Signature:

Date:

For and on behalf of the Client:

Name and Title:

Signature:

Date:

ANNEX A

AS ISSUED ON 2ND FEBRUARY 2017 VIA ESOUING PORTAL

Client Brief

1. PURPOSE

- 1.1 The requirement is for the procurement of a specialist creative agency to develop the Defence house style and produce comprehensive Brand Guidelines for the Ministry of Defence (hereafter referred to as the Client) corporate brands, to support the delivery of the Defence Brand Strategy and a consistent and cohesive Client Brand.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 This procurement is being undertaken by Crown Commercial Services on behalf of the Brand Team; part of the Directorate of Defence Communications. The Brand Team's remit is to protect and promote the Defence brands on behalf of the Secretary of State.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Defence Brand Strategy will be produced in Spring 2017. The strategy will deliver a new approach to brand across Defence, underpinned by a comprehensive governance framework to ensure reputational opportunities are maximised and non-compliance is addressed robustly. The house style, along with corporate Defence Brand Guidelines, are essential resources to support successful implementation.

- 3.2 A comprehensive Brand Audit) was carried out in 2016 by specialist agency Rufus Leonard. The audit process explored the current state of the Client's brands; covering assets and touch-points, the role, vision and values, internal and external audiences (and their perceptions), brand positioning, key strengths and competitors, as well as the primary challenges. The audit identified some fundamental issues, namely:

3.2.1 Limited positive meaning in the Client brand.

3.2.2 Single Services each seeking to establish their role and value today.

3.2.3 Ongoing proliferation of diverse new brands across the organisation.

- 3.3 The forthcoming Defence Brand Strategy is intended to address these issues and provide a comprehensive structure for brand management across this complex organisation. Based on the recommendations for a new brand architecture, the Client seeks to implement a new governance framework; providing colleagues across Defence with a toolkit to protect and promote the corporate brand.

- 3.4 The existing Client Brand Guidelines are not fit for purpose and are certainly not of the quality required to support the Brand Strategy and governance framework. The

current Client Brand guidelines were produced internally in October 2012 in line with the newly created HM Government identity rules. They provide only basic advice such as where to place the Client logo on documents, the appropriate size and how it should be positioned in relation to other logos. The document provides no guidance on any wider branding issues such as tone or style and no reference to the logos used by the Client's Top Level Budgets (TLBs) or their relationship to the "master" brand. The document also fails to address digital channels and the wider use of branding on communications materials. This leaves colleagues with extremely limited, and often confusing, information on what they should and shouldn't do when creating branded content.

- 3.5 The restrictive nature of the current approach to branding does not provide Defence people with the necessary toolkit to create high quality and distinctive content which maximises the Client brand. This has led to a vast inconsistency in the look and feel of Client content and materials, both in print and through digital. The lack of consistency dilutes the impact of the Client brand and results in duplication and inefficient use of resources.
- 3.6 A key objective of the Defence Brand Strategy is to reduce the proliferation of sub-brands by increasing the relevance and desirability of the Client corporate brand. Not only will this serve to strengthen the corporate brand through consistent application but will reduce costs incurred through duplication of materials and wasted resources.
- 3.7 The corporate logo (which will not be altered in any way as part of this work) is central to the Client brand but is not the only consideration. By developing a house style with sufficient creative flexibility, it will be possible for designers and content-producers to achieve individuality for campaigns, initiatives, and publications without the need to circumvent the corporate brand by creating different logos, styles and graphic devices. Examples and templates as well as the new design showcase within the Defence Brand Portal (**www.defencebrandportal.mod.uk**) will give Defence people the confidence to create high quality content without compromising the Client brand.
- 3.8 A strong, visually attractive house style will dramatically improve the Client's corporate brand integrity. By implementing a universal and consistent style underpinned by robust Brand Guidelines, brand recognition and impact will be increased both internally and externally.

4. DEFINITIONS

Expression or Acronym	Definition
Client	Means Ministry of Defence
Agency	Means the Successful Supplier
TLB	Means Top Level Budget

	<p>For the purposes of the brand architecture, the Top Level Budget brands are identified as follows:</p> <ul style="list-style-type: none"> • The four commands: <ul style="list-style-type: none"> ○ Royal Navy ○ British Army ○ Royal Air Force ○ Joint Forces Command • Defence Infrastructure Organisation (DIO). • Defence Equipment and Support (DE&S) • Defence Science and Technology Laboratory (Dstl) • <i>United Kingdom Hydrographic Office</i> (UKHO) <p>The head of each TLB – the ‘TLB holder’ – personally has to answer for the performance of their organisation. They have to deliver agreed outcomes as effectively, efficiently, safely, sustainably and economically as possible. They also have to protect regularity and propriety; and stay within set financial limits</p>
Single Services	<p>A generic term used internally to refer to the Royal Navy, British Army and Royal Air Force. The single Services come under the government department of the Ministry of Defence but their brands are very distinct from the MOD corporate brand</p>

5. SCOPE OF REQUIREMENT

- 5.1 The requirement is for an external Agency to develop a creative house style to support the existing corporate Client Brand and a comprehensive set of Brand Guidelines. Please note the single Service brands are not within scope of this activity.
- 5.2 The house style will provide creative direction and include templates for all forms of Client communications – from the usual powerpoints, word docs, posters and compliment slips, to more specific requirements such as prescriptions (for the Medical Corps) and signage. The corporate house style will of course also cover all possible digital applications, including general web and social media presence. A period of research and user testing will need to be carried out to ensure the house style caters for all users’ needs, to ensure nothing is missed. The current Brand Guidelines will be provided to act as context.
- 5.3 The Brand Guidelines will include guidance on all forms of communications across all channels, including social and other digital media. Please see section 6 below for further precise details on the requirement.

6. THE REQUIREMENT

6.1 The Brand Guidelines must:

- 6.1.1 Be clear enough to give the user confidence to transpose the underlying rules to forms that are not specifically covered by the examples or templates
- 6.1.2 Be available in a range of formats and locations including the Defence Brand Portal and the Defence intranet
- 6.1.3 Be able to educate the reader, whether a layperson or a qualified graphic designer, about the Client brand, why it is important and how to use the brand assets effectively
- 6.1.4 Cover the full range of channels and content from printed documents to social media and how it should be applied consistently and universally, for internal and external audiences
- 6.1.5 Inspire readers to want to use the Client brand and ensure they feel confident in their ability to do this
- 6.1.6 Be user friendly, written in plain English and accessible to people with a wide range of abilities and requirements
- 6.1.7 Include rigorous and unambiguous rules on the use of the Client brand to create accountability and ensure the Client brand is protected – where strict rules are necessary they must be explained to ensure they are easy to understand and respect, similarly where guidance can be more flexible there must be clear boundaries in place which protect the Client brand integrity

6.2 The House Style must:

- 6.2.1 Be available in a range of formats and locations including the Defence Brand Portal and the Defence intranet – in particular the fonts must be available to use for all users (therefore should most likely be a standard Microsoft Office Suite font)
- 6.2.2 Provide sufficient flexibility and scope to enable the creation of distinctive materials while simultaneously ensuring firm boundaries are in place to protect the integrity of the Client brand
- 6.2.3 Include templates which are easy to use by all colleagues and compatible with the software that is available across Defence

- 6.2.4 Templates will need to be compatible with 2017 version of Microsoft Office suite on macs and 2010 version of Microsoft Office suite for PC, but it is safest to backdate compatibility to Windows 97 as the MOD has a diverse range of computers in use
- 6.2.5 On Powerpoint the Agency should create templates that take into account the new and old slide ratios (4:3, 16:9)
- 6.2.6 MOD graphic teams will require Quark & InDesign, ideally some poster/pamphlet templates would be created for this use
- 6.2.7 Templates will also have to include guidance on surveys on platforms such as limesurvey
- 6.2.8 Social media templates (tweets, Facebook posts etc) are also included
- 6.2.9 Be subject to internal research and testing before launch to ensure all requirements for house style templates are captured

7. KEY MILESTONES

7.1 The Potential Agency should note the following project milestones that the Client will measure the quality of delivery against:

Milestone	Description	Timeframe	Milestone Payment
1	Contract Inception Meeting	Within 1 week of contract award	n/a
2	Detailed project plan created and circulated to Brand team	Within week 2 of Contract Award	n/a
3	Project plan ratified between supplier and Brand Team, with weekly governance meetings set up	Within week 3 of Contract Award	n/a
4	Hold user research and testing sessions to capture all requirements for house style templates	Within week 4-7 of Contract Award	n/a
5	Hold stakeholder consultation and feedback session to review template and guidelines requirements	Within week 6-8 of Contract Award	n/a

6	Visuals of house style options to be presented to Brand team and ratified	Within week 8-10 of Contract Award	25% of contract value
7	Draft Brand Guidelines to be produced and discussed with Brand Team	Within week 10-12 of Contract Award	n/a
8	Build in time for Brand Guidelines and House Style to be ratified through senior approval process	Within week 10-14 of Contract Award	25% of contract value
9	Finalised Brand Guidelines and House Style to be presented to and ratified by Brand Team – final Client Approval for Invoicing	Within week 16 of Contract Award	50% of contract value
10	Contract Management end of contract and lessons learnt.		

PLEASE NOTE TIMEFRAMES ABOVE ARE INDICATIVE

8. AUTHORITY'S RESPONSIBILITIES

8.1 The Client responsibilities are to:

- 8.1.1 Provide access to historical materials (previous brand guidelines, house style examples etc.)
- 8.1.2 Facilitate necessary site visits for brand research and user testing
- 8.1.3 Provide access to digital assets
- 8.1.4 Introduce external agency to internal design teams to allow transfer of key corporate knowledge
- 8.1.5 Adopt a collaborative approach to engagement – i.e providing feedback promptly and ensuring feedback is clear, answering queries in good time
- 8.1.6 Assist with internal user testing

9. REPORTING

- 9.1 Weekly governance meetings will be held to ensure all are aware of latest developments and to track progress against agreed project plan.
 - 9.1.1 The attendants will be the Agency and the Client, and will be hosted by the Agency

- 9.1.2 At least once a month one meeting should be in person, others can be via telekit
- 9.1.3 The meeting will review an action log and project plan, which will be maintained and updated by the Agency. Verbal updates on actions and progress against plan will be given in the meeting with print outs of the above documents provided ahead of the meeting. Brief minutes will be taken by the Agency and circulated to the Client ahead of the next meeting to ensure an accurate but concise record of discussions and decisions is kept

10. VOLUMES

- 10.1 The Client estimates there to be 50 to 100 templates requiring design and creation, please see 6.2 above for details on software requirements.
- 10.2 In addition to the house style templates and creative direction, a comprehensive set of Brand Guidelines is also required.
- 10.3 Please note the logo will not be altered in any way, and the existing colour palette can still be used if need be.

11. SUSTAINABILITY

- 11.1 The Brand Guidelines and house style should be as future-proofed as possible to ensure continued relevance in years to come.

12. QUALITY

- 12.1 The quality of the service provision will be in line with the Terms and Conditions as outlined in Appendix C.
- 12.2 All written documents must be 100% accurate to protect the reputation of the Client and avoid delays.

13. PRICE

- 13.1 The Client would like the suppliers to price the provision of the Brand Guidelines and House Style as a cohesive body of work.
- 13.2 Prices are to be submitted via the e-Sourcing Suite on Appendix E – Price Schedule and will include expenses and exclude VAT.
- 13.3 Prices will be held firm for the duration of the contract.
- 13.4 All Day Rates proposed will be benchmarked against the Framework.

14. STAFF AND CUSTOMER SERVICE

- 14.1 The Client requires the Agency to provide a sufficient level of resource throughout the duration of the Brand Guidelines & House Style Contract in order to consistently deliver a quality service to all Parties.

- 14.2 Agency's staff assigned to the Brand Guidelines & House Style Contract shall have the relevant qualifications and experience to deliver the Contract.
- 14.3 The Agency shall ensure that staff understand the Client's vision and objectives and will provide excellent customer service to the Client throughout the duration of the Contract.

15. SERVICE LEVELS AND PERFORMANCE

- 15.1 The Client will measure the quality of the Agency's delivery by:

15.1.1

KPI/SLA	Service Area	KPI/SLA description	Target
1	Service Delivery	The Agency shall comply with the Key Milestones outline in point 7. Above unless otherwise approved by the Client	100%
2	Account Management	The Agency shall respond to telephone calls and Emails within 24hrs	99%
3	Account Management	The Agency shall respond to all complaints with a resolution within 48hrs of it being raised by the Client	99%
4	Account Management	The Agency shall adhere to the Payment process outlined in point 18. Below.	100%
5	Account Management	The Agency shall attend weekly governance sessions with the Client in a format determined by the Client	99%
6	Account Management	The Agency shall provide suitably qualified, consistent personnel through the duration of the contract.	99%

- 15.2 The Agency must provide a robust escalation procedure to help resolve any issues that may arise with the project delivery. This should include the provision of a dedicated point of contact within the Agency who can deal with and resolve such issues.
- 15.3 Should poor Agency performance lead to an early contract termination, any documents, information or creative assets developed as part of the project should be provided to the Client.

16. SECURITY REQUIREMENTS

- 16.1 The creative Agency will need to attend the Client's main building throughout the project to engage with the Brand team and other key stakeholders – the requisite security passes will be organised ahead of their arrival. Similar protocol will be required for any potential Defence site research visits.

17. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 17.1 The IPR for this contract will be governed by the T&Cs of the Framework RM3796 and supplementary DEFCONs.

18. PAYMENT

- 18.1 Payment will be made through the Client's contracting, purchasing and finance system, (CP&F).
- 18.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 18.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

19. LOCATION

The location of the Services will be carried out at DDC Brand Team, Ministry of REDACTED

ANNEX B

Agency Proposal

See Annex B Appendix 1 Suppliers Proposal (as submitted on 17th February 2017 via the eSourcing Portal)

ANNEX C

Statement of Works

See CCPR17A01 Call Off Contract Terms & Conditions

Part 2: Call-Off Terms

See Appendix 2 - CCPR17A01 Call Off Contract Terms and Conditions